

EXHIBIT C



Additional Cash Terms of Service

- [General Terms of Service](#)
- [Mobile Check Capture Terms of Service](#) Below

General Terms of Service

Last updated: April 21, 2020

We've included annotations in the gray boxes below to emphasize certain portions of our notice and help guide you as you read them. The annotations aren't summaries, so please take the time to read everything!

This page explains our terms for Cash App. By using the service you agree to these terms. If you use the service on behalf of your company, your company agrees to them too.

These Additional Cash App Terms of Service (the “Cash Terms”) govern your use of Cash App, a payment service and financial platform (the “Service”) offered by Square, Inc. (“Square,” “we,” “our,” or “us”). By using the Service you agree to be bound by these Cash Terms, the [E-Sign Consent](#), and the [General Terms of Service](#) (“General Terms”) and all other

Using the Cash App requires you open an account. You'll need to be a U.S. resident and at least 18 years old. If you want to use your account balance to send money to another Cash App user, then you'll need to give us some more information about you, and we'll need to be able to verify your identity.

You must be a resident of the United States, at least 18 years and the age of majority in your State of residence, and you must register for an account (your "Account") to use the Service. Certain features of the Service will only be available for use in the United States. Some features, such as the ability to send money to another Cash App user with the balance in your Account, may be available only if you provide us with certain information about you and we are able to verify your identity.

III. Cash App Account and Communication

1. Cash App Account

Here's the part where you tell us you own the email or phone number you registered with and that the personal information you provide to us is correct. You agree to cooperate with us so that we can verify your identity. We might use third parties to help us do so.

You represent and warrant that you own the email or mobile phone number you register with and all information entered or collected in the course of creating your Account and any information you subsequently add or update from your

settings (“Account Information”) is true and accurate. All Account Information is subject to Square’s [Copyright and Trademark Policy](#).

To register, open, use, or upgrade an Account, Square may require that you submit certain Account Information, including but not limited to your name, email address, text-enabled mobile phone number, street address, zip code, date of birth, social security number, and a government issued form of identification to Square.

When you first open your Account, it will be a “Restricted Account.” A Restricted Account has all the features and functionality described in these Terms of Service except that you cannot make a payment to another Cash App customer (including a Cash for Business Seller) using your Cash App Balance (defined below). With a Restricted Account you may link an external, U.S.-issued bank account (an “Eligible Bank Account”) (subject to these Terms of Service) to make a payment to another Cash App customer (including payments made to a Cash for Business Seller), and you may transfer funds from your Cash App Balance to your Eligible Bank Account. If you have a Restricted Account and you attempt to make a payment to another Cash App customer from your Cash App Balance, then you will be given the option of upgrading your Account to an “Unrestricted Account”. To upgrade your Account, you will need to provide us with certain personal information so that we can verify your identity. After we verify your identity, your Account will convert to an Unrestricted Account. If you decline to provide us with the information that we request or if we cannot verify your identity to our satisfaction (in our sole judgment and discretion) for any reason, then your Account will remain a Restricted Account and you will not be able to use your Cash App Balance to make payments to other Cash App users.

terms and policies applicable to each Service as set forth below (e.g. the [Payment Terms](#) if you are a Cash for Business Seller (defined below)). If you are using the Service on behalf of a business or entity, you acknowledge and agree that you have authority to bind such business or entity and that such business or entity accepts these terms. If you use the Service to transact in Bitcoin, you agree to the [Additional Virtual Currency Terms of Service](#) (collectively with the E-Sign Consent, General Terms, Cash Terms and Payment Terms, the “Service Terms”).

I. Stored Balance Disclosures

The first time you access your Account using a new device we may require you to authenticate your Account with additional information. If your Account cannot be verified you may be required to set up a new Account.

You hereby authorize Square, directly or through third parties, to make any inquiries we consider necessary to validate your identity or authenticate your identity and Account Information and, for Cash for Business Accounts, your company or employer. This may include asking you for further information or documentation about your Account usage or identity, requiring you to take steps to confirm ownership of your email address, mobile phone number or financial instruments, or verifying your information against third party databases or through other sources.

In connection with your use of the Service, you may not refuse to (a) cooperate in an investigation concerning activity that potentially violates the law or the Service Terms, (b) provide confirmation of your identity, or (c) provide confirmation of any information you provide us.

2. Receipts and Account Statements

You can find your transaction receipts and account statements in your Cash App account.

You have the right to receive a receipt for some of your Cash App transactions. Such transaction receipts can be found in the activity section of your Cash App and by logging into your Account at Cash.app.

You have the right to receive an Account statement. You may view your Account statement by logging into your Account at

Cash.app.

You may obtain information about the amount of money you have remaining in your Account and can view your 12-month and 24-month history of Account transactions at www.cash.me/account.

3. Error Resolution

Contact us if you see any errors or issues with your account. Our contact info is below, along with a description of the process and timeline for us to look into your issue. We'll need some basic information from you to begin our investigation.

In case of errors or questions about your account call us at (855) 949-7782, please note (1) this is the only phone number customers can call for Cash App support, and (2) a Cash App representative will never ask you for your password, PIN, social security number or full debit card number. Or write us at Square, Inc., 1455 Market Street, Suite 600, San Francisco, CA 94103 as soon as you can if you think an error has occurred in your Account. We must allow you to report an error until 60 days after the date you electronically access your Account, if the error could be viewed in your electronic history. In order for us to assess the situation, you will need to tell us:

- Your name and Account number;
- Why you believe there is an error, and the dollar amount involved; and
- Approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We

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LF_Stored_Disclosure.pdf

1 / 1

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II. Eligibility

will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, and your Account is registered with us, we will credit your Account within 10 business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and do not receive it within 10 business days, we may not credit your Account.

For errors involving new Accounts, as well as point-of-sale transaction, we may take up to 90 days to investigate your complaint or question. For new Accounts, we may take up to 20 business days to credit your Account for the amount you think is an error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution procedures, call us at (855) 949-7782, please note (1) this is the only phone number customers can call for Cash App support, and (2) a Cash App representative will never ask you for your password, PIN, social security number or full debit card number.

For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

4. Your Liability for Unauthorized Transactions

Contact us as soon as possible if you think there has been unauthorized activity on your account. Depending on the

circumstances, if an unauthorized transaction has occurred we may be able to cover you.

Please let us know if you believe there is an Unauthorized Transaction on your Account. You could lose all the money in your Account.

We will protect you from Unauthorized Transactions in your Account. When this protection applies, we will cover you for the full amount of the Unauthorized Transaction, so long as we were able to complete the Error Resolution procedures described above.

An "Unauthorized Transaction" occurs when money is sent from your Account that you did not authorize and that did not benefit you. For example, if someone steals your password, uses the password to access your Account, and sends a payment from your Account, an Unauthorized Transaction has occurred. However, the following are NOT considered Unauthorized Transactions:

- If you give someone access to your Account (e.g. by giving them your login information) and they use your Account without your knowledge or permission, unless you have notified us that transfers by that person are no longer authorized;
- If you, or someone else with whom you are acting in concert, act with fraudulent intent; or
- You reverse engineer or chargeback a transaction made with your Cash Card.

5. Our Liability

We will cover your losses for certain incomplete or incorrect transactions, detailed here.

If we do not complete a transaction to or from your Account on time or in the correct amount according to these Cash Terms, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you have insufficient funds in your Account to complete the transaction;
- If the ATM where you are making the Transaction or using your Cash Card does not have enough cash;
- If the Cash App was not working properly and you knew about the breakdown when you started the transaction;
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.

6. Funding Sources Used for Payments Made Through the Service

You may link an Eligible Bank Account to your Cash App to fund payments made through the Service. Square reserves the right to limit which banks or what types of accounts constitute an Eligible Bank Account. If you choose to link your Eligible Bank Account to your Cash App by providing the username and password you use to access your bank information online, you acknowledge your personal and financial information is being provided to Plaid Inc., that your personal and financial information will be collected, processed, transferred, or stored in accordance with Plaid Inc.'s Privacy Policy, and that you acknowledge and agree to Plaid Inc's [Privacy Policy](#).

When you initiate a payment through the Cash App, if you have a Restricted Account, then you will not be able to initiate payments to other Cash App users (including Sellers with Cash for Business accounts) with your Cash App Balance. If you have a Restricted Account and you wish to make a payment to another Cash App customer, you may: (1) use an Eligible Bank Account or Eligible Credit Account; or (2) upgrade to an Unrestricted Account to make the payment with your Cash App Balance.

If you have an Unrestricted Account and have sufficient funds in your Cash App Balance to satisfy the full payment amount you can choose whether you want the payment fulfilled by your Cash App Balance, Eligible Bank Account or Eligible Credit Account. If you do not have sufficient funds in your Cash App Balance to cover the full transaction, then you may choose the funding source from your Eligible Transaction Accounts or Eligible Credit Accounts.

7. Cashtags

You may choose a unique username for Cash App, which will be your “Cashtag.” If you choose a Cashtag that turns out to be too confusing or deceptive, we might require you to change it.

You may select a unique alpha-numeric name to identify yourself on the Service (a “Cashtag”). Your Cashtag must accurately and truthfully represent your business or personal identity. You may not select a Cashtag that misleads or deceives others as to your identity or creates an undue risk of chargebacks or mistaken payments. We may require you to change your Cashtag or details of your Account

Information in our sole discretion, and we may reclaim or make unavailable Cashtags without liability to you.

8. Sharing of Your Information

We will share Account Information and transaction information, including your name, the amount, and a description, with the other party to your transaction and in accordance with our [Privacy Policy](#).

9. Text Messages

Here's where we describe your consent to receive texts from us and your representations regarding texts we send to others relating to your payments.

By providing us with a mobile number, you consent to receiving text (SMS) messages from us. If you provide us with the mobile number of any other person or entity when initiating or requesting a payment through the Service, you represent and warrant to us that the person or entity has consented to receive text messages from us related to that payment. Standard text messaging rates may apply based on your plan with your mobile carrier.

10. Cash App Fees

The fee for using the Cash App are found in the "Stored Balance Disclosures" in Section IV.1 of these Terms. We reserve the right to charge for or change the fees associated with the use of the Cash App at any time subject to these Cash Terms. A fee may be imposed by Square or an ATM

operator for use of the Cash Card at an ATM, including for a balance inquiry, and by any network used to complete the ATM transaction.

11. Cash App Investing

If you want to use Cash App to buy stocks you need to sign up with our broker-dealer, Cash App Investing LLC.

If you choose to use brokerage services provided by Cash App Investing LLC, a FINRA registered broker-dealer and subsidiary of Square (“Cash App Investing”), you must open a brokerage account with Cash App Investing and agree to their terms and conditions for such account. By using any Cash App Investing services, you authorize and instruct us to follow any instructions provided to us by Cash App Investing on your behalf regarding the transmission or receipt of any funds in your Cash App Balance.

IV. Cash App Balance

1. General

By initiating transactions from your linked bank account or debit card, you are authorizing us to debit those sources. If we incur costs because you have insufficient funds in your account, you will cover those costs.

a. **Functionality.** Your balance consists of the funds you have in your Account that are available for new transactions and

are not subject to pending transactions (your “Cash App Balance”). You are solely responsible for all funds necessary to complete any payments initiated through the Service. You agree to reimburse Square for any fees, costs, or expenses it incurs as a result of insufficient or unavailable funds in connection with any payment you initiate through the Service.

b. **Authorization.** By instructing us through the Cash App to add funds from an Eligible Bank Account or Direct Deposit (both defined below) or debit card to your Cash App Balance or make any other transfer you authorize us to debit such Eligible Bank Account or debit card for the amount instructed, either in a single or recurring transaction, as applicable.

c. **Limitations.** Square may impose limits on the amount you can keep in your Cash App Balance and reserves the right to change these limits at any time. Funds in your Cash App Balance might not be available to use for all types of transactions. If you have a Restricted Account, then you may not use your Cash App Balance to make payments to other Cash App users (including Cash for Business Sellers) unless you first upgrade to an Unrestricted Account.

2. Funding Your Cash App Balance

There are several ways you can add funds to your Cash App balance. Each method is described here.

a. **Eligible Bank Account.** You may use funds from your Eligible Bank Account to fund your Cash App Balance.

b. **Direct Deposit.** You may direct payments made to you from your employer or otherwise into your Cash App Balance using the bank routing and account number provided to you under the direct deposit program provided by our partner banks (the “Direct Deposit”). Such Direct Deposits are governed by the terms and conditions provided by the applicable bank.

c. **Debit Card.** You may link a debit card to fund your Cash App Balance. To do so, you must have a valid debit card issued by a U.S. bank or financial institution bearing the Visa Inc. (“Visa”), MasterCard International Inc. (“MasterCard”), or DFS Services, LLC (“Discover”) logo. Any such debit card, collectively with your Cash App Balance (if you have an Unrestricted Account) and an Eligible Bank Account, is referred to herein as an “Eligible Transaction Account”.

d. **P2P Payments Received Through Cash App.** You can keep funds received from P2P Payments (defined below) made to you through the Cash App in your Cash App Balance.

e. **Access to Funds.** Certain funding features (such as cash loads and Direct Deposit) may be unavailable or delayed from time to time due to risk-based restrictions, scheduled maintenance, changes to our Services, unforeseen circumstances, or outages.

3. Transferring Funds to Your Bank Account

You can transfer funds from your Cash App balance out to your bank account. These transfers can take up to three days, or for a fee, be made instantly. We may limit your ability to transfer funds to your bank account, based on the circumstances. For example, we may delay transfers while we screen for fraud or risks. You

are responsible for all amounts owed on your account even after it is closed.

a. **Transfers to Your Bank Account.** You may electronically transfer funds from your Cash App Balance to an Eligible Bank Account. By selecting an Eligible Bank Account as your deposit source you are requesting that we settle an electronic transfer to your bank account. Square will settle these electronic transfers (via the Automated Clearing House ("ACH") of NACHA - The Electronic Payment Association ("NACHA")) to your Eligible Bank Account in the amount you instruct, and you will not be able to cancel the ACH transfer. Such transfer to your Eligible Bank Account via ACH will typically arrive within three (3) business days.

b. **Instant Deposit.** If such feature is available to you, you may transfer funds from your Cash App Balance to your Eligible Bank Account instantly via the Cash App's instant deposit feature, which is subject to the fees detailed in the Instant Deposit experience.

c. **Limitations.** Square may limit how many transfers you can initiate from your Cash App to your Eligible Bank Account and the amount of funds you can transfer in a single transaction. We reserve the right to delay or further limit such transfers while we screen for risk, or we may request you provide additional information to verify your identity. You may not transfer funds from your Cash App Balance to your Eligible Bank Account to evade a payment investigation. If you attempt to transfer your Cash App Balance while we are conducting an investigation, we may hold your funds at our discretion to protect Square or a third party against the risk of reversals, chargebacks, claims, fees, fines, penalties and other liability. We also may defer or redirect payout or restrict access to your funds as necessary to comply with

applicable law, subpoena or court order, or if requested by any governmental entity. You will remain liable for all obligations related to your Account even after the Account is closed.

4. Treatment of Funds

Square will not mix your funds with Square's corporate funds. Your funds will be held in pooled bank accounts with the funds of other Cash App customers.

If you do hold funds in your Cash App Balance, Square will hold such funds separate from its corporate funds, will not use your funds for any corporate purposes, nor will Square voluntarily make your funds available to its creditors in the event of bankruptcy. Square will combine your funds with the funds of other users and place those pooled accounts in one or more bank accounts in Square's name.

5. Interest

You will not receive interest on the funds that you have in your stored balance.

You agree that you will not receive interest on or other monies derived from the funds that Square handles and places in pooled accounts. It is likely that Square will receive interest on funds held for its users. In consideration for your use of the Service, and with full knowledge and understanding that Square will receive this interest, you

irrevocably transfer and assign to Square all right that you may have in any interest that may accrue on funds held in pooled accounts.

V. Peer to Peer Service

1. Description Of Service

The peer-to-peer Service (“Peer-to-Peer Service”) allows you to send funds or receive funds for peer-to-peer personal, non-commercial purposes.

2. Sending Funds

You will be able to send funds using our P2P service if you have a linked bank account or linked a credit card. If you have an Unrestricted Account you will also be able to send funds using our P2P service if you have funds available in your balance. You authorize us to move funds on your behalf. We won’t be responsible for certain incomplete transactions, as described here.

Once you have opened an Account and either have funds available in an Eligible Transaction Account or linked a credit card issued by a U.S.-based bank or financial institution bearing the trademark of Visa, MasterCard, Discover, or American Express Travel Related Payment Services Company, Inc. (“American Express”) (an “Eligible Credit Account”), you will be able to send funds using the Peer-to-Peer Service. Note that your Cash App Balance will not be an “Eligible Transaction Account” until you have given us certain information and we have verified your identity, as set forth

above. This means that until (a) you give us this information (b) we verify your identity and (c) you have an Unrestricted Account, you will not be able to use the Cash App Balance to send funds using the Peer-to-Peer Service. Your Cash App Balance is an “Eligible Transaction Account” only if you have an Unrestricted Account. With a Restricted Account, you may send funds with the Peer-to-Peer Service using an Eligible Credit Account or an Eligible Bank Account.

As a party initiating a transfer (“Sender”), you will send funds to your selected recipient (“Recipient”) by designating the Recipient and the transfer amount to us (a “Payment Instruction”). Your Payment Instruction authorizes us to move funds from your Eligible Transaction Account or Eligible Credit Account to your designated Recipient (a “P2P Payment”). By submitting a Payment Instruction, you are also authorizing us to move funds to your applicable Eligible Transaction or applicable Eligible Credit Account for P2P Payments that are canceled or otherwise returned.

You understand and agree that when you initiate a P2P Payment Instruction using the Service, the processing of the Payment Instruction will begin, and funds will leave your Eligible Transaction Account, as early as the moment of the initiation of such Payment Instruction. However, we will only begin to process the requested transfer of funds to the Recipient once the Recipient has provided all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Recipient has provided all required information or fourteen (14) days.

You agree that we shall incur no liability if we are unable to complete any transaction because of: (i) insufficient funds in your Eligible Transaction Account or Eligible Credit Account; (ii) malfunction of the Peer-to-Peer Service due to circumstances beyond our control or due to circumstances

that you were already aware of at the time you initiated your Payment Instruction; (iii) inaccurate or insufficient Payment Instructions; or (iv) failure of the Recipient to claim the P2P Payment; or (v) either you or the Recipient does not provide us with any information that we request, or we are unable to verify your identity or the identity of the Recipient to our satisfaction.

3. Requesting Funds

You may also request funds to be transferred to you through the Peer-to-Peer Service by designating the amount of funds requested and your selected Sender (a “Cash Request”). If the Sender approves your Cash Request, your Cash Request will become the Sender’s Payment Instructions and be processed as described in these Cash Terms.

4. Receiving Funds

Any P2P Payment you receive via the Peer-to-Peer Service will be stored in your Cash App Balance.

5. Peer-to-Peer Service Payment Amount Limits

If you’re sending large amounts of money over the thresholds described here, you will need to provide additional ID so that we can make sure you are who you say you are.

Additional identification information will be required to send more than two hundred and fifty dollars (\$250) in any one transaction or in multiple transactions over any seven (7) day period or to receive more than one thousand dollars (\$1,000)

in any thirty (30) day period. Senders may not send more than seven thousand five hundred dollars (\$7,500) in any one transaction or in multiple transactions over any seven (7) day period, subject to some restrictions. We may adjust these limits at any time in our discretion. Current limits are posted on our [Support Center](#).

6. Peer-to-Peer Service Fees

Sending money to others through our P2P service is currently free, but we can charge fees in the future.

There are currently no fees for sending funds via an Eligible Transaction Account using the Peer-to-Peer Service. The fee for sending funds using an Eligible Credit Account through Peer-to-Peer Service will be displayed at the time of the transaction. We reserve the right to charge for or change the fees associated with use of the Peer-to-Peer Service at any time subject to these Cash Terms.

7. Payment Cancellation, Stop Payment Requests and Refused Payments

Our ability to stop a P2P Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on how the Payment Instruction was initiated, and whether the Payment Instruction has begun processing. P2P Payments not claimed by a Recipient for fifteen (15) days after the processing has begun will be canceled automatically. We will attempt to return any unclaimed, refused, refunded, prohibited, or denied P2P Payment to your Eligible Transaction Account or Eligible Credit Account,

as applicable. If we are not able to do so, we may use other reasonable means to return the P2P Payment to you, as permitted by applicable law.

8. Invalid P2P Payments

If we believe you received a payment that should not have been made for some reason (for example, fraud), you give us permission to reverse that payment. We are not responsible for any payments that you receive, even if you don't know who sent the payment.

If you receive a P2P Payment and we later determine in our sole discretion that the P2P Payment was invalid for any reason, you hereby authorize us to move funds from the applicable Eligible Transaction Account or Eligible Credit Account in an amount equal to the P2P Payment.

You acknowledge and agree that we will not be liable in any way for any P2P Payments that you may receive, regardless of whether you authorized the Sender to send them to you.

9. Risk of Fraudulent Transactions

The Peer-to-Peer Service is a money transmission service. As a result, fraudulent transactions may result in the loss of funds with no recourse.

VI. Cash Card

1. Issuance of the Cash Card

We may arrange for a bank to provide you with a virtual or physical Cash Card. By using the Cash Card, you agree to any additional applicable terms from the issuing bank. We may cancel, repossess or revoke your Cash Card at any time.

Square may arrange for an issuing bank to provide you with access to a prepaid payment card under the Cash App Prepaid Card Program or a debit card under the demand deposit account program (each a “Cash Card”). By using the Cash Card, you agree to the [Cash App Prepaid Card Program Agreement](#) or the [Cash Lincoln Savings Bank Terms](#), as applicable (each the “Cash Card Terms”), which may be updated from time to time. For avoidance of doubt, the applicable Cash Card Terms are between you and the issuing bank of your card program, not Square, and in the event of any inconsistency between these Cash Terms and the applicable Cash Card Terms, the applicable Cash Card Terms shall govern your use of the Cash Card and your relationship with the issuing bank.

The Cash Card may be issued in virtual or physical form. To activate the virtual card, and to request a physical card, you need to follow in-app prompts.

We reserve the right to reject signatures and card applications for any reason. Prohibited signatures include, but are not limited to, those signatures that depict inappropriate subject matter, the intellectual property rights of others, or an ink-intensive design.

Once you receive your physical card in the mail you must follow the directions in the mailing to activate your card prior to use. Your personal identification number (“PIN”) will be the code you set as your Cash PIN, and you may reset the PIN in

the Cash App. Your physical card may be cancelled, repossessed, or revoked at any time without prior notice at our discretion (including for depicting a prohibited signature) subject to applicable law.

2. Using the Cash Card

You can use your Cash Card to make purchases using any available Cash App balance. You agree we can move funds from your balance to your Cash Card for purchases that you make with your Cash Card.

Your Cash Card may be used to make purchases with a merchant using any available amounts in your Cash App Balance. Upon activating the Service, you instruct Square to use the available funds in your Cash App Balance to load your Cash Card for making purchases with your Cash Card and to transfer the funds from your Cash App Balance to your Cash Card upon receipt of funds into your Cash App Balance.

3. Payment Transaction Limits

You agree that you won't make a purchase or transaction in excess of the funds available in your balance and if you do, you agree that we can recover any negative balance.

You can only make transactions using your Cash Card to the extent that you have funds in your Cash App Balance to support those transactions. You agree not to make a

purchase or other transaction in excess of the funds available in your Cash App Balance. If you do make a purchase or other transaction that exceeds the funds available in your Cash App Balance, you agree that we can recover any negative balance incurred.

4. No Right to Stop Payment

You do not have the right to stop payment on a transaction originated with your Cash Card.

5. “Disable Card” Feature

You may use the “Disable Card” feature of Cash App to disable your Cash Card if you lose your Cash Card or think it has been stolen.

In the event of a lost, stolen, or misplaced Cash Card, or you otherwise want to prevent future transactions from your Cash Card, you may disable your Cash Card with the Cash App’s “Disable Card” feature within the Cash App. Use of this feature will not prevent processing of pending transactions initiated prior to disabling your Cash Card. In the event you have found your card, or otherwise want to enable a disabled Cash Card, you must select the “Enable Card” option within the Cash App before your “disabled” Cash Card can be used for transactions. You are responsible for preventing unauthorized disabling and enabling activity on your device relating to your Cash Card. Such activity, when not authorized, may be deemed invalid in Square’s sole discretion.

6. Card Cancellation

If we determine that you are no longer eligible for a Cash Card, we will let the issuing bank know and your Cash Card may be canceled without notice.

We will inform the issuing bank if we determine that you are no longer eligible for your Cash Card. If you are no longer eligible for your Cash Card it may be canceled at any time without notice as detailed in the applicable Cash Card Terms and your funds will be returned to you unless they are the subject of an investigation into suspected unlawful activity, or if Square is otherwise required by law to withhold your funds.

7. Disclaimer

We make no guarantees regarding your Cash Card and we are not responsible if it gets stolen, lost, destroyed, or used without your permission.

Square disclaims all express or implied warranties as to your Cash Card. Except as otherwise set forth herein or required by applicable law, Square is not responsible if your Cash Card is lost, stolen, destroyed, or used without your permission.

VII. Cash for Business

1. Transaction Processing for Sellers of Goods or Services

If you are a seller of goods or services, we will process your transactions as an agent on your behalf. We will charge you a fee, depositing the balance of payments from your customers into your Cash App balance. You allow us to void transactions if we believe that a chargeback for the transactions will occur.

If you are a seller of goods or services you will be badged with an official insignia or otherwise designated as having a “Cash for Business” account. In doing so, you are creating a Square Account (as that term is defined in the [General Terms](#)) with us and you accept and agree to the [Payment Terms](#). We may use certain information from your Account Information to create your Square Account and display such information to your customers, such as on receipts. In connection with the Payment Services (as defined in the Payment Terms), you authorize us to act as your agent for the purposes of holding, receiving, and disbursing funds on your behalf. Once you have created an Account you will be able to accept payments from Cash App users for the sale of goods and services. We will, acting on your behalf, facilitate the processing of such payment transactions. We will charge you a fee for doing so. Payments from your customers, less our fee, will be deposited to your Cash App Balance. You acknowledge and agree that you may not have all features and functionality of a standard Square Account. To protect the integrity of the system and reduce risk that a transaction may be reversed or charged back to your Square Account (a “Chargeback”), in some cases where we reasonably believe a Chargeback is likely, you also direct and authorize us, as your agent, to void the transaction, rather than hold funds as described in the Payment Terms.

2. Purchases from Cash for Business Sellers

You may use your account or a linked card to purchase goods and services from Cash for Business sellers. By initiating a payment to a Cash for Business seller, you agree to let that seller debit your account or linked card to complete the transaction. You can use your Cash App Balance to purchase goods and services from Cash for Business sellers only after we have verified your identity.

As a Cash App customer, you may purchase goods and services from Cash for Business Sellers or to make donations to charities or political campaigns who use Cash for Business. Note that you can fund these purchases from your Cash App Balance only if we have verified your identity as described above. If we have not yet verified your identity, then you will not be able to use your Cash App Balance to purchase goods or services from Cash for Business Sellers or to make donations to charities or political campaigns who use Cash for Business. You may only use other authorized linked accounts for such transactions.

Typically Cash for Business Sellers will be identified to you by a badge in the Cash App. By initiating a payment transaction to a Cash for Business Seller, you authorize the Cash for Business Seller to charge your applicable Eligible Transaction Account or Eligible Credit Account to complete the purchase or donation and you consent to sharing information from your Account with the Cash for Business Seller. In the event you are entitled to a reversal, refund, chargeback, or other adjustment associated with any purchase you made through Cash for Business, you also authorize a credit to the applicable Eligible Transaction Account or Eligible Credit Account to accomplish that transaction. Purchases from

Cash for Business Sellers using your Eligible Credit Account or Eligible Bank Account will be processed by Square as agent for Cash for Business Sellers in accordance with these Cash Terms.

VIII. OTHER LEGAL TERMS

1. Recovery of Funds

You give us permission to recover amounts you owe by debiting funds available in your Cash App account or any other account you may have with Square. This may involve us making attempts to recover less than the full amount you owe to us. We might contact you or take other legal actions to collect amounts due.

You authorize Square to recover funds from you in accordance with these Service Terms and any other agreement you have with us, including if you owe amounts to us or for reason of fraud or illegal activity.

You authorize Square to debit, charge, setoff against and otherwise recover funds from your Account, your Cash App Balance, any Eligible Bank Account or Eligible Credit Account, any connected Square Account, any Balance (as defined in the Payment Terms) or any Reserve (as defined in the Payment Terms) if applicable, and any payment instrument, linked bank, depository and other account registered in your Account. Your authorization will remain in full force and effect until the later of closure or termination of your Account, or the disbursement of all funds held on your behalf.

Further, in the event that any attempt to recover funds from you should fail, your authorizations hereunder include your grant to Square of new, original authorizations to recover all or less than all of the amount you owe us or belong to us. You authorize Square to take the above steps without prior notice to you and irrespective of (i) whether we have made demand under these Cash Terms, the Payment Terms, the General Terms or any other agreement you have with us; and (ii) whether the obligation is contingent, matured or unmatured. Your authorization hereunder includes all authorizations to take the above steps in complete compliance with the Network Rules and the NACHA Rules (as defined in the Payment Terms). You agree that your grant of the authorizations hereunder has the same legal effect as if you had signed a paper containing the same terms.

If Square is unable to recover the funds by these means, Square may attempt to contact you or may take other legal actions to collect the amounts due, to the extent allowed by applicable law.

2. Compliance with Governmental Authorities

Square may freeze, withhold, or remit funds in your Account in response to a facially valid subpoena, court order, search warrant, or other binding order from a governmental authority, including but not limited to tax levies or wage garnishment orders.

3. Limitations on Use

We may limit your funding sources to reduce risk. You will use Cash App legally and in accordance with debit and credit card

network rules. You agree to not abuse the payment system or the service. We may block or reverse any transaction, including those that violate our terms or the law, at your expense.

Square may limit the funding sources available for a specific transaction at any time in its sole discretion. You may not use unaffiliated prepaid cards or gift cards to fund transactions on the Cash App.

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service and for all communications you send through the Service.

You further agree that in connection with your use of the Service, or in the course of your interactions with Square, a user or a third party, you will not (a) use your Account or the Service in a manner that Square, Visa, MasterCard, American Express or Discover reasonably believe to be an abuse of the payment card system or a violation of payment card association rules, (b) provide yourself a cash advance from your Eligible Credit Account (or help others to do so), or (c) use the Service to make transactions for the sole purpose of earning rewards, perks, miles, points, etc. with your Eligible Credit Account.

We reserve the right to block, refuse, or reverse any transaction, in our sole discretion. We will notify the affected parties promptly if we decide to do so, but notification is not required if the transaction is prohibited by these terms or applicable law. Neither we nor third parties to whom we assign or delegate rights or responsibilities will be liable for any claims or damages resulting from prohibited transactions. All costs for research and resolution for any

misapplied, misposted or misdirected prohibited transactions will be your sole responsibility and not ours.

4. Limitations on Our Liability for Failure to Complete Transactions

There are some circumstances where we will not be liable if transactions do not go through. Those circumstances are listed here.

We will not be liable, for failure to complete transactions in the following circumstances: (a) Through no fault of ours, there are insufficient funds in your Cash App Account to complete the transaction; (b) A merchant refuses to accept your Cash Card; (c) The information supplied by you is incorrect, incomplete, ambiguous or untimely; (d) An ATM where you are making a cash withdrawal does not have enough cash; (e) An electronic terminal (Point of Sale or ATM) where you are making a transaction does not operate properly; (f) Access to funds in your Cash App Account have been blocked after you reported your Cash Card lost or stolen; (g) The transaction cannot be completed because your Cash Card is damaged; (h) There is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use; (i) We have reason to believe the requested transaction is unauthorized; (j) Circumstances beyond our control (such as fire, flood, power failure, strike, labor dispute, critical service provider failure, computer breakdown, telephone line disruption, government or regulatory action, or a natural disaster) prevent or delay the completion of the transaction, despite reasonable precautions that we have taken; or (k) Any other exception stated in our Agreement with you.

5. Dispute Resolution

Each of your external funding sources may have different dispute resolution rights and procedures in the event your transaction turns out to be unsatisfactory (if, for example, you are disputing charges on your account). Your dispute resolution rights are determined by the funding source used to fund the applicable transaction. Please consult the terms and conditions of such funding source for more detail.

6. Changes to External Account Numbers

If your Eligible Credit Account or your debit card account number changes or the expiration date changes, we may acquire that information from our financial services partner and update your Account accordingly.

7. Our Relationship With You

We are an independent contractor for all purposes, except that we act as your limited agent with respect to the custody and transfer of your funds for the purposes set forth herein only.

8. Termination of Account

We can terminate or refuse your access to the service at any time, for any reason.

Square may terminate, close, or suspend your Account or use the Service at any time for any reason. Any such termination does not relieve you of any of your obligations to

Square under these Cash Terms and any amounts owed to us as provided in these Cash Terms, the General Terms, or any other agreement you have with us. We will not be responsible for any loss, damage, harm or consequences, including any delay or inconvenience you may suffer as a result of our exercise of our rights under this section.

9. Services Upon Closure of Account

When your Cash App account is closed, we'll settle any pending transactions and return remaining funds in your account to you. We may need to hold your funds if there is an investigation at the time your Account is closed.

Any pending transactions at the time of termination, closure, or suspension of your Account will be settled. Any funds that we are holding in custody for you at the time of termination, suspension, or closure of your Account, less any applicable fees, (1) may be made available for you to cash out in Square's discretion and subject to the other conditions in these Cash Terms, and (2) we may require you to link a new bank account that has not been associated with your Account to cash out such funds.. If an investigation is pending at the time of closure, we may hold your funds until resolution of the investigation.

10. Unclaimed Property

If your Account is inactive for an extended period of time it may be deemed "unclaimed" or "abandoned" under your state's law. If this occurs, Square will provide you with notice as required by applicable law. If funds still remain in your

Account, Square will escheat such funds as required by applicable law.

11. Referral Programs

From time to time, we may offer referral programs or incentives for inviting others to use the Service (a “Referral Program”). Any bonuses or incentives under such Referral Program shall be subject to the then current Referral Program terms, if applicable, and otherwise at our sole discretion.

12. Taxes.

As a Recipient or Cash for Business Seller, you may be asked to provide certain information used to assist Square in complying with its obligations under the United States Internal Revenue Code and the applicable Treasury Regulations, or state and local governments. By providing Square with this information you are certifying that the information provided is true and accurately reflective of your use of the Service. When indicating that you are a Cash for Business Seller, you certify that such use of Cash App is to receive payment(s) that are “reportable payment transactions” as defined in Treas. Reg. § 1.6050W-1(a)(3) and the associated applicable state and local regulations, including, but not limited to, the payments for goods and services. When indicating that your use of the Service is “Personal” use, you certify that such use is solely for receipt of payments other than non-reportable payment transactions. For avoidance of doubt, “Personal use” does not allow for the receipt of payment for goods and services you provide others that constitute “reportable payment transactions”.

Mobile Check Capture Terms of Service

Dated: May 13, 2020

This page explains our terms for Mobile Check Capture. By using the service you agree to these terms.

These Mobile Check Capture Terms of Service (the “Mobile Check Capture Terms”) govern your use of Mobile Check Capture which enables you to use Cash App, a payment service and financial platform offered by Square, Inc. (“Square,” “we,” “our,” or “us”) and certain hardware (such as a smartphone or other mobile device) approved by us to create electronic images of the front and back of certain eligible paper checks and to transmit those images and other information, including, without limitation, information captured from the magnetic ink character recognition (MICR) line for review, processing and loading into your Cash App Balance (as defined in the [Additional Virtual Currency Terms of Service](#)).

I. General Information

This section defines what an Electronic Check is and details what data we collect from the Electronic Check. It also informs you that we may decline to process your check or reverse our decision to process your check. To protect yourself, you should retain your paper check for two weeks. You agree not to use this feature to disrupt Cash App or to conduct illegal activity.

1. “Electronic Check” means the electronic image of, and electronic information derived from, a paper check, as well as any associated data (including information you provide us or that Cash App collects in connection with the submission of the check image).
2. When you submit an Electronic Check, Cash App may capture and retain various information from the mobile device, including time and geolocation data. To use Mobile Check Capture, you must have provided Cash App with all hardware and operating permissions that it requests, including permission to access your device’s camera, files stored on your device, device time, and geolocation information.
3. After we receive your transmission, we will review each Electronic Check. We may decline to accept an Electronic Check in our sole discretion, even if the Electronic Check meets the eligibility standards and your Cash App account is in good standing. You should not assume that any check will be accepted for Mobile Check Capture. If you will need to cash a check immediately, then you should have backup check cashing options for situations where Mobile Check Capture does not accept your check.
4. After we have accepted an Electronic Check from you, you must keep the original check in a secure location for two weeks. It is imperative that you do so, because we reserve the right to reverse our decision to accept an Electronic Check. If we do, we will notify you of our decision, and you may cash or deposit the check through another service or at a different institution. After two weeks, you must either destroy the original check or clearly and indelibly mark it as VOID, unless we have contacted you with other instructions.

5. You will not use Mobile Check Capture to (i) interfere with or disrupt the operation of Cash App or Mobile Check Capture; nor (ii) conduct or engage in any illegal business or activity, infringe any third party Intellectual Property Rights using Mobile Check Capture or Cash App.

II. Eligibility Requirements

This section details the requirements your paper check must meet to be eligible for Mobile Check Capture.

You may use Mobile Check Capture to submit a paper check to us only if the paper check meets all of the requirements listed below. A paper check that meets all of these requirements is an “Eligible Check”:

1. The check is written to the order of you, or jointly to you and another person;
2. The check is in your possession and control;
3. The check is drawn on or payable by a bank, credit union, or other depository institution in the United States;
4. The check is payable in United States Dollars;
5. The check has been properly signed or similarly authenticated by the maker;
6. The amount of the check does not exceed the maximum check amount that Square has set for your use of Mobile Check Capture, and will not cause the total amount of checks you have submitted to via Mobile Check Capture to exceed any daily, weekly, monthly, or other limits on the dollar volume of checks that you may submit with Mobile Check Capture;
7. The check is dated, and the date of the check is in the past (i.e., the check is not postdated), but no more than 90

days earlier than the date that you submit it through Mobile Check Capture;

8. Neither the check nor any electronic image generated with the check has been cashed or deposited previously, by you or anyone else;
9. The check has not been altered in any way since it was issued (except for the indorsement required by these terms and conditions);
10. The check has been indorsed by you strictly in accordance with the instructions given to you by us when you create the Electronic Check, and had not been indorsed by you or anyone else before; and
11. The check has not been dishonored previously, nor are you aware of any reason to believe that the check will be dishonored (e.g., you have been told that the maker of the check does not have enough money in the account to cover the check).

III. Representations and Warranties

Here is the part where you tell us all the information on the check you are transmitting through Mobile Check Capture is true and that the check is eligible for this service.

Each time that you submit an Electronic Check with Mobile Check Capture, you represent and warrant to us that all of the following are true:

1. The check that you are using to create the Electronic Check is an Eligible Check (i.e., it meets all of the eligibility criteria listed above) as of the time that you submit the Electronic Check with Mobile Check Capture;

2. Prior to submitting the Electronic Check, you visually inspected the check images to confirm that they accurately reflect the original paper check;
3. All of the information you submit to us in connection with the Electronic Check (such as the check amount that you input manually) is true, accurate, and complete;
4. The information in the Electronic Check is clear, legible, and accurate, including (but not limited to) all of the following information:
5. The MICR data on the bottom of the check front;
6. The check date;
7. The name of the person to whom the check is written (which must be you);
8. The check writer's signature; and
9. Your indorsement on the back of the check.

IV. What to Do After You Submit an Electronic Check

You must keep your check for two weeks after you use Mobile Check Capture. We may need to contact you about your check. Please update your contact information on Cash App.

1. After you submit an Electronic Check with Mobile Check Capture, wait until the app confirms successful submission. Then, place the original paper check in a secure location. Keep the original check for two weeks, and then destroy it, unless we instruct you otherwise.
2. It is critical that we be able to contact you after you submit an Electronic Check with Mobile Check Capture. Before using the Mobile Check Capture, confirm that all your contact information in the Cash App is up to date. Be sure to check your email and text messages for the email address and phone number we will use to contact you.

V. Dishonored Electronic Checks

If any Electronic Check is dishonored or returned unpaid for any reason, then we may immediately (and without further notice to you) deduct any funds from the Electronic Check that we have credited to your Cash App Balance. If we have already made funds from the Electronic Check available to you then this deduction may result in a negative Cash App Balance. We may recover funds from you in accordance with the [Additional Virtual Currency Terms of Service](#) "Recovery of Funds" to bring your negative balance to zero.

VI. Claims by Drawee Bank

The bank that accepts your check from us may have a claim against us if there are problems with your check. Some common problems, but not all, are listed here. If we make the bank that accepts your check whole, then we may recover funds from you.

Pursuant to applicable law and the rules of the check collection system, the drawee bank or a collecting bank might pursue a warranty claim or other claim against us related to the Electronic Check, even after the check was honored and paid in full. Common grounds for claims like this include:

1. The original check, or another electronic check created from the original check, was presented for payment, either before or after the drawee bank paid the Electronic Check;
2. The maker's signature or any indorsement was forged, or the check was otherwise issued fraudulent and without the authorization of a person authorized to write checks on the account;
3. The check was altered after it was made; and

4. The information in the Electronic Check images did not match the information that you provided at the time that you submitted the Electronic Check, or it was not possible to verify that information because the information in the Electronic Check images was illegible.

These are just a few examples of the reasons that the drawee bank or a collecting bank may assert a claim with respect to the Electronic Check to recover amounts paid. If we (or one of our banks or other service providers) are subject to such a claim, then we may immediately recover funds from you in accordance with the Additional Cash App Terms of Service - Recovery of Funds (and without notice to you).

VII. Funds Availability

1. Your Ability to Withdraw or Use Funds from an Electronic Check

We may delay your access to funds while we process your check.

Our policy is to delay the availability of funds from Electronic Checks that you Successfully Submit (as defined below) with Mobile Check Capture. During the delay, you may not use the funds for transactions, including transactions to: (i) make a payment to another Cash App customer (including a Cash for Business Seller); (ii) withdraw cash using your Cash Card; (iii) make a purchase with your Cash Card; (iv) fund a transfer to your Eligible Bank Account; (v) initiate a “Buy” transaction for virtual currency; or (vi) fund an order to purchase securities using your Cash App Investing Account.

An Electronic Check is considered “Successfully Submitted” when you have received confirmation within the Cash App that the Electronic Check has been submitted and accepted by us.

2. When Funds From an Electronic Check Generally Will be Available

This is where we tell you the cut off time for a check to be submitted in order to be counted on a specific day and potential hold periods.

The length of the delay is counted in business days from the day that you Successfully Submit the Electronic Check. Every day is a business day except Saturdays, Sundays, and federal holidays. If you Successfully Submit an Electronic Check before 7:00 p.m. Eastern Time on a business day, we will consider the Electronic Check to have been Successfully Submitted on that day. However, if you Successfully Submit an Electronic Check after 7:00 pm Eastern Time or on a day that is not a business day, we will consider that the Electronic Check was Successfully Submitted on the next business day. Funds from a U.S. Treasury check will generally be available the first business day after you Successfully Submit the Electronic Check with Mobile Check Capture, unless such deposit is subject to a hold as otherwise provided in this agreement.

Checks other than U.S. Treasury checks are subject to a hold period between 1 and 15 business days.

3. Checks Returned or Subject to a Refund Claim

We may make funds available to you before they clear from the paying bank. If we do, and the funds do not clear the paying bank you will be required to pay back the funds we made available to you. If you present us with a check that has been paid out by another bank and we also make funds available to you, you will be required to repay the funds to us.

In many cases, funds from an Electronic Check will be made available to you sooner than the Electronic Check can be collected from the paying bank. This means that an Electronic Check that you Successfully Submit with Mobile Check Capture could be returned unpaid after funds have been made available to you. If an Electronic Check is returned unpaid, we may immediately reverse the amount credited to your Cash App Balance for the Electronic Check. If this results in a negative balance, then you will be required to repay us this negative balance immediately. We may recover funds from you in accordance with the Additional Cash App Terms of Service - Recovery of Funds to bring your negative balance to zero.

If an Electronic Check is presented for payment more than once, the paying bank may recover funds paid on the Electronic Check. If this happens, we may deduct the amount of the Electronic Check from your Cash App Balance immediately. If this results in a negative balance, you will be required to repay the negative balance immediately, and we may recover funds from you in accordance with the Additional Cash App Terms of Service - Recovery of Funds to bring your negative balance to zero.

VIII. Third Party Rights

The image capture service on Cash App is provided by Mitek Systems, Inc (“Mitek”). Below are Mitek’s rights to the intellectual property and your license to use the technology.

Mitek Systems, Inc. enables the image capture services for the Mobile Check Capture functionality.

SUCH CHECK CAPTURE SERVICE PROVIDER PROVIDES THE SERVICE “AS IS”, AND “WITH ALL FAULTS”, MAKES NO ADDITIONAL WARRANTIES EXPRESS OR IMPLIED RELATED TO THE SERVICES, AND EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE ACCURACY, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

THE CHECK CAPTURE SERVICE PROVIDER SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL OR OTHER INDIRECT DAMAGES UNDER ANY CAUSE OF ACTION ARISING OUT OF YOUR USE OF THE CHECK CAPTURE SERVICE.

You acknowledge and agree that Mitek Systems, Inc. has granted you a limited license to use the Mobile Check Capture technology as contemplated in the integration with Cash App only. You further acknowledge and agree that you are prohibited from using, copying, distributing, duplicating, or otherwise reproducing all or any part of the Mobile Check Capture technology and any such unauthorized action shall be a material breach of this Agreement. Without limiting the foregoing, the licenses granted under this Agreement only permits you to use Mobile Check Capture as part of the Cash App, and you may not license the the Mobile Check Capture

technology on a standalone basis and may not license the Mobile Check Capture technology to any third party that will modify or integrate it independent of the Cash App integration in any manner.

You acknowledge and agree that, except to the extent prohibited by law, we may share any information about you or any of your transactions using Mobile Check Capture with the service provider for any reason that we deem necessary, including (i) to review transactions for fraud or irregularities; (ii) to confirm that Mobile Check Capture is being used properly and in accordance with these terms and conditions; (iii) to help the service provider or us improve the Mobile Check Capture for you and other users of the service, including by using information about you and your transactions to enhance algorithms and systems for the detection of fraud or transaction monitoring.

United States

[General Terms of Service](#)

[Additional Cash Terms of Service](#)

[Cash Sutton Bank Terms of Service](#)

[Cash LDDA Terms](#)

[Cash Lincoln Savings Bank Terms of Service](#)

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